

EXHIBIT 1-N

Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. C15979 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. C73 (4400011340) dated 1/19/2017 (the "MSA") between the below-named Contractor ("Contractor"), a Delaware limited liability partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name:	KPMG LLP	Total Number of Pages: 4
Contractor's Address:	3 Chestnut Ridge Road Montvale, NJ 07645	
Project Name:	Data Security Program Manager (Manoj Thareja)	
Job Location:	Approved PG&E Locations	

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Statement of Work.

The Contractor shall provide a professional services resource at the Manager level to assist and provide final approval of business decisions for PG&E, as well as make decisions on behalf of PG&E relative to PG&E's compliance with applicable data security regulations. The Contractor shall also make final decisions regarding the severity of data security control deficiencies or the prioritization of remediation activities or make employment decisions such as hiring or terminating employees, approving budgets, or procuring technology tools (absent written approval from the Sponsor), as more fully described in the attached Statement of Work.

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:

Attachment 1: Statement of Work – Pages 3 through 4

CWA TERM: This CWA is effective upon signature by both parties and expires on 12/31/19. Time is of the essence.

CWA COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of 12/31/19.

CONSIDERATION: As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

TOTAL: \$262,528.00

PG&E Corporation ("PG&E Corp.") and Pacific Gas and Electric Company (the "Utility," and, together with PG&E Corp., the "Debtors"), are debtors-in-possession in a proceeding pending under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of California. Nothing herein shall be deemed to constitute an assumption of the Contract and/or any CWA or a waiver or modification of the Debtors' rights to assume, assume and assign, or reject the Contract and/or any CWA pursuant to section 365 of the Bankruptcy Code. The Debtors hereby reserve all rights available to them under such proceedings. Any amounts paid by the Debtors hereunder must be applied to goods and/or services provided to the Debtors on or after January 29, 2019 (the "Petition Date") and shall not be applied to satisfy Claims (as defined in the Bankruptcy Code) arising prior to the Petition Date.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: KPMG LLP	
Signature	DocuSigned by: <i>Stefan Dismukes</i> 862602C6DD3B4CB	Signature	DocuSigned by: <i>Orson Lucas</i> F13C52ADF4B9400...
Name	Stefan Dismukes	Name	Orson Lucas
Title	Sourcing Specialist, Senior	Title	Managing Director
Date	6/24/2019	Date	6/24/2019

ADMINISTRATION			
PG&E Negotiator	Stefan Dismukes	Contractor Represent	Michael Gomez
Phone	(415) 973-5620	Phone	
Email	S2D8@pge.com	Email	michael.gomez@kpmg.com
Accounting Reference	13861		
PG&E Work Supervisor:	Jacob Heffelfinger	Phone:	415-299-4005
INVOICE INSTRUCTIONS: As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.	The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com		
	Send ORIGINAL Invoice to:	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	Send COPY of Invoice to:	Christine lu - Cxl0@pge.com	

INTERNAL PG&E USE ONLY	
Distribution Date	
Distribution of Copies:	<input type="checkbox"/> ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba. <input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor <input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver <input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P. <input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director <input type="checkbox"/> Law

Attachment 1

STATEMENT OF WORK

THIS STATEMENT OF WORK (THIS “SOW”), DATED AS OF MAY 24, 2019, IS ENTERED INTO PURSUANT TO AND IN ACCORDANCE WITH THE TERMS OF THE MASTER PROFESSIONAL SERVICES AGREEMENT # 4400011340 (as amended, the “Agreement”), dated as of JANUARY 19, 2017, between Pacific Gas and Electric Company (the “Company” or “PG&E”) and KPMG LLP (“KPMG”). This SOW is subject to the terms of the Agreement. Capitalized terms used herein without definition shall have the meaning ascribed to them in the Agreement.

PG&E is seeking a resource at the Manager level to assist PG&E to temporarily fill its Data Security Officer (DSO) vacancy on an interim basis. This SOW is intended to confirm the scope and related terms of the engagement under this SOW.

KPMG has identified Manoj Thareja, Manager (“Interim DSO”), to assist in supporting the Cybersecurity Risk and Strategy group at PG&E. This assistance will be performed under the direct supervision and control of Fernando Medrano, Director, Cybersecurity Risk and Strategy or his designee, who will be considered the “Sponsor” for this engagement. The Sponsor will be responsible for communicating the day-to-day tasks and requirements to be fulfilled by Interim DSO and for reviewing his work. The work prepared by Interim DSO in connection with this role will not be considered KPMG deliverables. Any decisions, authorizations, or conclusions made during this engagement are deemed to be that of PG&E.

PG&E acknowledges that Interim DSO will support PG&E at PG&E’s direction and will not be supervised or supported by other KPMG professionals and will not bring KPMG intellectual property or resources with him to this engagement.

- During this engagement, Interim DSO will work at PG&E’s direction but will not be expected to:
- provide final approval of business decisions for PG&E,
- make decisions on behalf of PG&E relative to PG&E’s compliance with applicable data security regulations,
- make final decisions regarding the severity of data security control deficiencies or the prioritization of remediation activities, or
- make employment decisions such as hiring or terminating employees, approving budgets, or procuring technology tools (absent written approval from the Sponsor).

It is KPMG’s understanding that PG&E wishes to have Interim DSO assist on Data Security program starting June 19, 2019 till December 31, 2019. You understand that Interim DSO will be required to attend certain KPMG meetings and training sessions as required by his continued employment with KPMG. The total hours estimated for this engagement is 1172 hrs on a time and materials basis. You will be billed based on actual hours incurred by Interim DSO to assist PG&E at a rate of \$224 per hour. The estimated fees are net of periods of time Interim DSO will not be available to PG&E due to attendance at required meetings and personal time off. Throughout the engagement, Manoj Thareja will be responsible for the administration of this SOW and will submit progress bills monthly for fees and expenses incurred, with payment due as specified in the Agreement.

Should PG&E require additional hours, more professionals or a change in the current anticipated staffing for this engagement, fees for such professionals or hours will be agreed to at that time. KPMG will require that PG&E

sign an addendum to this SOW in the event that the duration of the engagement or the scope of services is modified.

PG&E will not offer employment to, or hire, Manoj Thareja for a six-month period after completion of this engagement without KPMG's prior written consent.

KPMG will begin work on or about the Monday after receiving a signed copy of this SOW from PG&E. This engagement is subject to the terms of the Agreement.

KPMG acknowledges that the Bankruptcy Court must approve the terms of this SOW and its fees in order for KPMG to be compensated. In that regard, KPMG intends to file applications with the Court for allowance of compensation and reimbursement of expenses in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any order of the Bankruptcy Court establishing procedures for monthly compensation and reimbursement of expenses for professionals. The Company acknowledges that professional time required to prepare detailed applications in accordance with the Bankruptcy Code, applicable rules and guidelines differs from KPMG's normal billing procedures and, as a result, requires significant effort by KPMG to comply therewith. The expense required by this effort was not included in the hourly or estimated fees described above. The Company agrees that, subject to Bankruptcy Court approval, KPMG's fees for such applications will be capped at 3% of the professional fees on this engagement.

To the extent that the services involve procedures in connection with the Company's restructuring activities or emergence from bankruptcy, such work will be considered out-of-scope services under the engagement letters ("Out-of-Scope Services"). Such Out-of-Scope Services also include professional time required to prepare detailed applications in accordance with the Bankruptcy Code (described above). To the extent that changes in circumstances, such as the loss of Company personnel during the bankruptcy process, increase the effort required to deliver the services, this additional effort also will be billed as Out-of-Scope Services. Out-of-Scope Services will be billed in addition to the estimated fees described above, at our standard professional hourly rates. In its fee applications, KPMG will identify and describe any Out-of-Scope Services.

The fee and expense provisions in this SOW will apply with respect to this SOW notwithstanding anything in the Agreement to the contrary. Without limiting the generality of the foregoing, the Statement of Work Template Requirements set forth in Exhibit B, the Sample Resource and Scheduling Budget set forth in Exhibit B-1, and Exhibit C of Attachment 1 to the Agreement will not apply to this SOW or the services provided under this SOW.